

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
FLORENCE DIVISION**

Lori Brooks,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>COMPLAINT</b>
	)	
Lincoln National Life Insurance Company,	)	<b>E.R.I.S.A - Non-Jury</b>
	)	
Defendant.	)	
	)	

Plaintiff Lori Brooks, by and through her undersigned counsel, complaining of the above-named Defendant Lincoln National Life Insurance Company, would respectfully show unto this Honorable Court the following:

**JURISDICTION AND VENUE**

1. Plaintiff is a citizen and resident of Horry County, South Carolina.
2. Prior to her disability, Plaintiff worked for Jacobs Engineering Group, Inc (hereinafter Jacobs Engineering).
3. Upon information and belief, Jacobs Engineering created an employee welfare benefits plan for the purpose of providing long term disability (LTD) benefits to its employees.
4. At all times material to the allegations contained here, Plaintiff Lori Brooks was a participant in the Jacobs Engineering Long Term Disability Plan (hereinafter “the Plan”).
5. Upon information and belief, Jacobs Engineering established and/or maintained a policy of group insurance with Lincoln National Life Insurance Company (hereinafter “Lincoln”) in order to fund LTD benefits to its employees who chose to participate in the

LTD Plan.

6. Upon information and belief, Defendant Lincoln is the insurer and claims administrator of the LTD Plan.
7. Defendant Lincoln is a fiduciary with respect to the LTD Plan.
8. The LTD Plan is governed by the Employee Retirement and Income Security Act of 1974 (hereinafter “ERISA”), 29 U.S.C. § 1001, *et seq.*
9. Pursuant to 29 U.S.C. §1132(e), this Court has jurisdiction over Plaintiff’s claims for LTD benefits.

### **FACTUAL ALLEGATIONS**

10. Prior to her disability, Lori Brooks enrolled in the Jacobs Engineering LTD Plan.
11. Since December 21, 2019, Plaintiff has been unable to perform the material and substantial duties of her Own Occupation or Any Occupation due various medical problems.
12. After she became disabled, Plaintiff applied for LTD benefits.
13. Defendant Lincoln approved Plaintiff’s LTD claim and paid Plaintiff LTD benefit from July 10 2021 until July 21, 2023.
14. On July 21, 2023, Defendant Lincoln denied Plaintiff’s continuing claim for LTD benefits.
15. On January 15, 2024, Plaintiff timely appealed Lincoln’s LTD denial decision.
16. On April 5, 2024, Defendant Lincoln denied Plaintiff’s appeal.
17. Plaintiff has exhausted all administrative remedies under the Plan.
18. Despite Plaintiff’s continuous total disability since December 21, 2019, Defendant

Lincoln has wrongfully failed to pay LTD benefits to Plaintiff as required by the LTD Plan.

**CAUSE OF ACTION**

**Plaintiff's Claim for LTD Benefits, pursuant to 29 U.S.C. §§ 1132(a)(1)(B)**

19. Plaintiff incorporates all prior allegations herein, where not inconsistent, as if fully set forth herein.
20. Plaintiff has been totally disabled from performing the material duties of her regular occupation or any other occupation for which she is reasonably qualified since December 21, 2019.
21. Plaintiff is entitled to LTD benefits under the LTD Plan.
22. Plaintiff remains totally disabled from performing the material duties of her own occupation and/or any other occupation for which she is capable of performing by way of education, training, or experience, and is entitled to LTD benefits under the terms of the LTD Plan.
23. Plaintiff seeks LTD benefits under the terms of the Jacobs Engineering LTD Plan, to enforce her rights under the terms of the Plan, and to clarify her rights to future benefits under the terms of the Plan, pursuant to 29 U.S.C. §1132(a)(1)(B).
24. Plaintiff respectfully requests that the Court order Defendant Lincoln to pay all amounts due and owing for Plaintiff's LTD benefits under the terms of the LTD Plan, pursuant to 29 U.S.C. § 1132(a)(1)(B).
25. Pursuant to 29 U.S.C. §1132(g), Plaintiff also respectfully requests that the court grant Plaintiff's attorneys fees and costs.

**WHEREFORE**, Plaintiff Lori Brooks prays for judgment directing Defendant Lincoln National Life Insurance Company to pay Plaintiff's LTD benefits pursuant to the Jacobs Engineering Long Term Disability Plan, as well as attorneys fees and costs, and all such further relief as the Court deems just and proper.

Respectfully Submitted,

s/John R. Peace

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April 7, 2024